

## CAUSE NO. DC-19-13691

CARLOS IRAHETA,

*Plaintiff,*

v.

PIONEER CREEK B LLC,

*Defendant.*§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44TH JUDICIAL DISTRICT

AFFIDAVIT OF VANESSA BARENTTI

STATE OF TEXAS

§

COUNTY OF TEXAS

§

§

KNOWN BY ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this date personally appeared Vanessa Barentti, known by me to be the person whose name and signature are subscribed hereto, who being first duly sworn and cautioned by me, did depose and state on his oath as follows:

1. My name is Vanessa Barentti. I am an adult person over the age of 21 years. I have never been convicted of a felony or any crime of moral turpitude. I am mentally competent and qualified to give this Affidavit. All statements made herein are true, correct and from my own personal knowledge.
2. I am the manager of the Pioneer Creek Townhomes complex ("the complex") located at 600 W. Pioneer Creek Drive, Arlington, Texas 76010. I have held that position for approximately \_\_\_\_\_ years. My employer is Pioneer Creek B, LLC, which owns apartment complexes. Pioneer Creek B, LLC owns the Pioneer Creek Townhomes.
3. AMBO Properties, LLC is the parent company of Pioneer Creek B, LLC. It manages the apartment complexes that Pioneer Creek B, LLC owns.
4. In 2019, the managing partner of AMBO Properties, LLC, Sam Retter, hired Pedro Bergos to remove roofing shingles on the buildings of the complex and reinforce them with hardy backing. Other than the accident that is the subject of this lawsuit, I am unaware of whether Bergos has had any accidents involving his work crews on a job site.
5. Bergos was hired as an independent contractor. Bergos was paid directly and all checks were made payable to Bergos. Pioneer Creek B LLC did not pay any member of Bergos' crew.

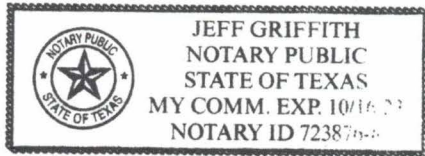
6. Bergos brought his own work crew to complete the work. Pioneer Creek B, LLC did not participate in hiring the members of Bergos' work crew. Neither I nor anyone else associated with my business had any knowledge of the identities of the individuals who worked on Bergos' crew throughout the entirety of the project.
7. On July 16, 2019, Carlos Iraheta ("Plaintiff" herein) was part of Bergos' crew. Plaintiff was Bergos' employee.
8. There is no contract evidencing the relationship between Pioneer Creek B, LLC and Bergos.
9. There is no contract evidencing the relationship between Pioneer Creek B, LLC and Plaintiff.
10. The only instruction I gave Bergos regarding the work he was hired to do was (1) the scope of the work, which, very generally, was to modify the roofing shingles on the buildings, and (2) when Bergos could begin working. Bergos and his crew worked on one building within the complex at a time. When the roof on one building was complete, Bergos would text Retter to let him know which building was finished and to send him an invoice. Then, Retter would contact me to let me know which building was finished. I would, then, inspect the work and write a check made payable to "Pedro Bergos."
11. Bergos utilized his own equipment to conduct his work and made all decisions regarding how to accomplish his tasks. Pioneer Creek B, LLC did not provide any equipment to Bergos or his crew. I did not instruct Bergos or Plaintiff on how to use their equipment or accomplish the work. I also did not instruct Plaintiff to lean his ladder against the building in an attempt to bypass an air conditioning unit so that he could access the roof. I did not instruct Bergos, Plaintiff, or any other member of Bergos' crew on where to place their ladders or how to use their ladders at all.
12. Neither I nor anyone else associated with my business gave any instructions to Plaintiff regarding how to complete the work.
13. Neither I nor anyone else associated with my business had the right to control the details of the work done by Bergos or Plaintiff, nor did I or anyone else associated with my business actually undertake to control the details of their work. Bergos and Plaintiff are the only ones who had the right to control the details of their work and they are the only ones who actually did so.

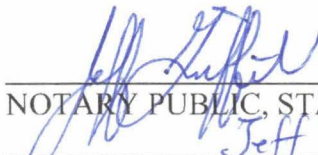
Further Affiant sayeth not.



Vanessa Barentti (Affiant)

**SUBSCRIBED AND SWORN TO BEFORE ME**, the undersigned notary public, on this the 16 day of March, 2020, to certify which witness my hand and seal of office.



  
NOTARY PUBLIC, STATE OF TEXAS  
Jeff Griffith  
Print Notary Name  
My commission expires: 10-16-2023